

Parental Consent, Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Solar Decathlon, Washington, D.C. National Mall Sept. 18 – Oct.10, 2002
Event

The Solar Decathlon is a new student competition to design the most effective solar-powered house. Teams will participate in 10 events including Design and Livability, Design Presentation and Simulation, Graphics and Communications, The Comfort Zone, Hot Water, Refrigeration, Energy Balance, Lighting, Home Business and Getting Around.

IN CONSIDERATION of my minor child ("the Minor") being permitted to participate in any way in the EVENT and/or being permitted to enter for any purpose any RESTRICTED AREA(S) (defined to be any area which requires special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited), I agree:

- 1) I know the nature of the EVENT and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the Event.
- 2) Acknowledging that this document is to provide me with notice of the range of possible outcomes of the Minor participating in the Solar Decathlon, I FULLY UNDERSTAND and will instruct the Minor that: (a) THE ACTIVITIES OF THE EVENT COULD BE DANGEROUS and participation in the Event and/or entry into Restricted Areas could involve RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING but not limited to PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by the Minor's own actions, or inactions, the actions or inactions of others participating in the Event, the rules of the Event, the condition and layout of the premises and equipment, or THE NEGLIGENCE OF THE "RELEASEES" names below; (c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risks COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE.
- 3) I consent to the Minor's participation in the Event and/or entry into restricted areas and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" names below.
- 4) I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the promoters, participants, sanctioning organizations or any subdivision thereof, officials, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, owners and lessors of premises used to conduct the Event, to include but not be limited to the National Renewable Energy Laboratory, Midwest Research Institute, Inc., the U.S. Department of Energy, as well as premises or event inspectors, surveyors, underwriters, consultants and other persons or entities who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or Event and each of them, their directors, officers, agents, and employees, all for the purposes herein referred to as "Releasees," from all liability to me, the MINOR, my and the minor's personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.
- 5) If, despite, this release, I, the Minor or anyone on the Minor's behalf makes a claim against any of the "Releasees" names above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
- 6) I sign this agreement on my own behalf as parent or legal guardian and on behalf of the Minor.

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I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

<hr/> Signature of Parent or Guardian	<hr/> Printed Name of Parent or Guardian	<hr/> Date
<hr/> Witnessed	<hr/> Printed Name of Witness	<hr/> Date

Name of Minor Participant

MINOR'S ASSUMPTION OF RISK ACKNOWLEDGMENT

<u>Solar Decathlon, Washington, D.C. National Mall Sept. 18 – Oct. 10, 2002</u> Event	<hr/> Date Release Signed
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I have obtained the consent of my parent or legal guardian to participate in the above event. I understand that I am assuming all of the risks if I get hurt during the event and I state the following:

- 1) Both my parent or legal guardian and I believe I am qualified to participate in the event. I will inspect the premises and equipment and if, at any time, I feel anything to be unsafe, I will immediately leave and refuse to participate further in the event.
- 2) I understand that the ACTIVITIES OF THE EVENT ARE DANGEROUS and INVOLVE RISKS AND DANGERS OF MY BEING SERIOUSLY INJURED OR HURT, MY BEING PARALYZED OR KILLED.
- 3) I know that these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the event, the rules of the event, the conditions and layout of the premises and equipment, or THE NEGLIGENCE OF others, including those persons responsible for conducting the event.
- 4) I ACCEPT AND ASSUME ALL SUCH RISKS OF BEING HURT OR KILLED, and want to be allowed to participate in the event.

I HAVE READ THE ABOVE ASSUMPTION OF RISK ACKNOWLEDGMENT, UNDERSTAND WHAT I HAVE READ, AND SIGNED IT VOLUNTARILY.

<hr/> Signature of Minor Participant	<hr/> Date
<hr/> Printed Name of Minor Participant	<hr/> Age (as of Sept. 18, 2002)
<hr/> Witnessed	<hr/> Date